

CONTRACT AWARD  
SP-38 Rev. 01/02

Purchasing Contact:  
Theresa Anderson, PSO II

Telephone Number:  
(860) 622-2542

**STATE OF CONNECTICUT**  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CONTRACTS & PURCHASING DIVISION  
101 EAST RIVER DRIVE  
EAST HARTFORD, CT 06108-3274

Contract Award #  
**SBE 012-A-27-7016-C**  
**03ITZ0213**

Contract Award Date  
November 25, 2002

**Expiration Date**  
**December 31, 2005**

**CONTRACT AWARD**

**IMPORTANT:** This is NOT a purchase order. Do NOT produce or ship without an agency purchase order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **7000 / 560 Radio System Rental**

FOR:

**Department of Public Works**  
**165 Capitol Avenue**  
**Hartford, CT 06106**

CONTRACT TERM: **3-years** (with option to extend one year)

**January 01, 2003 – December 31, 2005**

AGENCY REQUISITION NUMBER: **10686**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
--	<b>\$129,456.00</b>	--	<b>\$129,456.00</b>

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

Company Name: **Marcus Communications & Electronics, Inc.**

SSN/FEIN # **06-1403574**

Address: **275 New State Road, P.O. Box 1498, Manchester, CT 06045**

Tel. No.: **(860) 646-1839 x 331 / 800-833-7724**

Delivery: **45 days A.R.O.**

Contact Person: **Tim Fedish**

Fax No.: **(860) 649-8492**

Payment Terms: **Net 30 Days**

E-mail Address:

[Tim.fedish@marcuscompanies.com](mailto:Tim.fedish@marcuscompanies.com)

Certification Type: **SBE**

(SBE, MBE, WBE or None)

Supply to Political Sub-Divisions: **Yes**

Company Website: [www.marcuscompanies.com](http://www.marcuscompanies.com)

APPROVED \_\_\_\_\_

Holly Miller-Sullivan

Director of Contract & Purchasing Division  
(Original Signature on Document in Procurement Files)

Date Issued: November 25, 2002

**DOIT – CONTRACTS & PURCHASING DIVISION**  
**SBE 023-A-27-7016-C**  
**SPECIAL BID/CONTRACT TERMS AND CONDITIONS**

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**1. SCOPE**

The State is seeking a Set-Aside contractor to provide rental services for a *Radio System* (per Agency Specifications) for the Department of Public Works. This will be a **3-year contract** with an option to extend for one additional year. Bidders must certify that their bid is good for a period of sixty days.

**2. CUSTOMER SERVICE**

Awarded contractors will have sufficiently trained staff and resources to handle all requests and be able to ensure 98% uptime availability of all equipment. Coverage will be 24-hours, 7 days a week, with a 4-hour response time. *Preferably*, awarded contractors will be assign a minimum of two representatives to provide service and support for this contract.

Bidders must provide with this bid and keep current for the term of the contract, its version of problem escalation procedures with a detailed description of the bidder's organization, locations, and support structure and its current Set-Aside Certification. Bidders will supply a contact sheet listing the procedures to use for ordering equipment, problem resolutions, accounting issues, etc.

All equipment supplied shall be new and not refurbished or remanufactured unless prior written approval is obtained from the requesting agency. The awarded contractor shall be responsible for providing maintenance and repair services during the term of the contract. The awarded contractor will provide—at no additional charge—a loaner for equipment that cannot be repaired on-site or a replacement for equipment that cannot be fixed. The awarded contractor will be responsible for equipment taken offsite for repair until it is returned in good operating condition. The awarded contractor may *not subcontract or assign this contract to a third party* without prior written authorization from the Agency and the Department of Information Technology.

The awarded contractor must be able, at the State's option, to demonstrate any/all hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.

**3. PRICING RATES & PAYMENT TERMS**

Rental Prices shall be net, including all costs that the bidder may incur, without exception. The Bidder will ensure that quote includes all ancillary costs (e.g. transportation charges). **Failure to include an applicable cost will be interpreted as that cost being included in the price.**

Quantities listed in the Bid Schedule are estimates only. Actual quantities required may be more or less than the estimates listed. The agency reserves the right to purchase additional units/accessories within the contract term. The agency reserves the right to the option to upgrade equipment.

Billing is in arrears and payment terms are Net 30 days. The State will make payment within 30 days after acceptance of equipment and services, and receipt of a properly submitted invoice. ***Bidders may offer discounts for early payments.***

**4. DELIVERY & SHIPPING TERMS**

Contractors will give their earliest guaranteed delivery time (**A.R.O.**) and be specific (i.e. 14 days A.R.O.) Delivery and Installation may be an important factor in making the award. Equipment shall be delivered in accordance with the instructions contained within the requesting agency's purchase order. Shipping terms are F.O.B. State Agency. Terms listed otherwise are subject to rejection.

**5. INSURANCE REQUIREMENTS**

The Bidder will carry sufficient insurance to cover the nature of work to be performed, to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the Bidder will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage.

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**6. BASIS OF AWARD**

An award will be issued to the lowest, responsible, qualified contractor, who is in compliance with the Agency's specifications, these Special T & C stated herein, and the Bid/Contract Terms and Conditions. The State reserves the right to make an award per line item, per group of items, to the total overall low bid and/or to reject any or all bids wholly or in part, and to make awards in a manner deemed in the best interest of the State.

Preference may be given to a bidder that has a well-equipped service facility and has sufficiently trained staff and associated resources to service this contract. Additionally, preference may be given to contractors that will assign dedicated representatives to support this contract.

**7. PENALTIES & CANCELLATION**

The state reserves the right to assess penalties for lack of service:

⇒ repair or replacement of defective equipment outside of the required 4-hour response time frame = a credit of 1 day for each hour beyond the 4-hour limit to a maximum of one month credit for each occurrence.

The State reserves the right to negotiate and assess **additional** penalties for lack of service. In the event the awarded contractor is not providing satisfactory service, which has to be remedied by another contractor, the State will assess the awarded contractor the full amount expended to correct the deficiencies.

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate. The State reserves the right to cancel any unfulfilled portion of the contract if it deems the goods or services provided by the awarded contractor is unsatisfactory or inconsistent with the bid/contract terms and conditions.

Requesting agencies will give a 30-day written notice to the contractor to terminate rental services.

**8. BIDDER/CONTRACTOR INFORMATION**

In the event that the bidder's or awarded contractor's information changes (i.e. name, address, telephone, contacts & representatives), it is the Bidders/Contractor's responsibility to promptly notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing **within one week of change**. The State will not be held responsible for purchase orders or payments that are delayed due to additional routing caused by the lack of notification on the Bidders/Contractor's part.

**9. PRICE ADJUSTMENTS**

Price decreases will become *effective immediately*. The award contractor will bill the State at the reduced price on all deliveries made on or after the date of the price reduction. The awarded contractor also will promptly notify DOIT concerning the change with a copy of the pricing medium.

Pricing quoted shall remain firm for a period of one (1) year from effective date of contract award. Annual price adjustments for labor, materials, maintenance, and repair shall not exceed the sum of the most recent twelve months Consumer Price Index-Urban (CPI-U, US City Average, All Items, Not Seasonally Adjusted). The CPI-U may be found at <http://www.bls.gov/cpi/>.

The awarded contractor shall submit its proposed adjustment to DOIT at least ninety (90) days prior to the requested effective date. The requested effective date may be a date selected by the vendor; however, only one adjustment is allowed in any twelve-month period. If the vendor has not requested a rate change in twelve months and the annual CPI-U is negative, DOIT shall impose a rate decrease equal to the twelve month negative CPI-U.

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**SPECIAL BID/CONTRACT TERMS AND CONDITIONS**

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The awarded contractor shall not charge a higher rate until approved by DOIT via contract supplement. **No retroactive increase will be allowed.** The State reserves the right to reject any requests deemed excessive. Contractors will honor contract pricing on purchase orders issued prior to the effective date of any increase in price.

**10. PURCHASE ORDERS & INVOICES**

The requesting Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the invoice is not properly completed in accordance with the instructions contained on the purchase order.

Awarded contractors will accept Supplements/Purchase Orders to **add or delete** equipment or services during the coverage term. The term for anything that is added in this manner would be coterminous with the initial term. Additions will be paid at the current contract rates. Deletions will be removed from the monthly billing effective on the last day of the month in which the termination date occurs.

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the requesting agency will provide a Federal Excise Tax Exemption Certificate.

**11. APPLICABLE LAWS**

Bidders and the awarded contractor shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut and all terms and conditions of the bid.

Bidders and the awarded contractor will ensure, in good faith, that their participation in this bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes. Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to this Invitation to Bid. **Bidders may not contact the requesting agency or its employees regarding this ITB**, unless permitted (in writing) by Director of the Contracts & Purchasing Division of the Department of Information Technology or her designee.

Bidders and the awarded contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as the following:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation
- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:  
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:  
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:  
<http://www.state.ct.us/governor/executiveorders/no16.htm>

**AGENCY SPECIFICATIONS**

Department of Public Works  
RENTAL of RADIO SYSTEM and EQUIPMENT

**Intent**

The intent of this bid request is to provide the State Of Connecticut, Department Of Public Works, with hand held and mobile coverage for its maintenance staff throughout the state of CT. Portables must be capable of talking to groups and individuals via an UHF trunked radio system operated under private carrier licensing from the FCC. The provider shall provide the radio equipment, maintenance, repair and infrastructure for the operation of these radios. The State of CT will not be the licensee. The carrier shall be the licensee. The system shall provide automatic cellular (like roaming capability) without operator intervention through sites located in Bolton, Hartford, Avon, Torrington, Wolcott, New Haven, Danbury, Bridgeport, Stamford, East Killingly and Ledyard, CT. These sites shall be interconnected by either microwave or leased TI facilities to accomplish automatic roaming. All radios must also be able to transmit from within buildings, i.e. boiler rooms, mechanical rooms, electrical closets and various other confined areas with minimal or zero interference.

1. Radios shall be equipped with Passport protocol provided by Trident Microsystems. Portable radios shall have dot matrix LCD display with ten alphanumeric characters; a three-character subline shall be able to be programmed for channel or group number. Radios must have capability for MIN (Mobile ID Number) to MIN with aliases so the person can tell who is calling them on the radio. Radio shall also have selective call and man down capability. Portable radios shall be at least four watts power output adjustable to two watts. Must be capable of fleet sync alphanumeric signaling with push to talk ID, caller ID, caller ID sack, selective signaling, extended ID list and extended status messaging.
2. Radio shall be supplied with two NiCad batteries. Appropriate nylon cases shall be supplied or belt clips for the portable radios. All the chargers below are capable of one-hour charge. A Charger which can be supplied: Kenwood KSC-24 single bay
3. Mobiles shall be the Kenwood TK-880H medium power version 40-watt radio with fleet sync and Passport features. Mobiles shall be installed in various state vehicles, both passenger and pick-up trucks, with an ASP mosaic 3Db or 5Db gain antenna (no exceptions shall be supplied) and KES-4 external speakers. The bidder shall be responsible for the installation and the maintenance of these vehicles on a per month basis based on a yearly contract. Control stations shall be provided as needed to communicate to the system. Bidder shall supply a per unit price which will allow for at least the minimum ten percent deletion from the bid at any time during the term of the bid.
4. Service of facilities shall be located no more than a twelve mile radius from the state capital building to allow for ease and fast replacement and maintenance of radios. The bidder shall be an authorized Passport Kenwood TK-380 radio dealer. Provider must also be able to troubleshoot interference situations for the state within its communication system, have 24/7 service availability with spares and must provide sample or demo radios within two weeks of the bid opening for evaluation. All radios must be Voicelink network compatible.
5. All portables and Mobile units must have updated software.

**SERVICE MANUALS**

Upon request, comprehensive manuals that cover the basic theory of operation shall be provided.

## **AGENCY SPECIFICATIONS**

### **PORTABLE RADIO**

Portable Radio's must have the following capabilities: Radio must be **TK380K-4 or equivalent**

- Trunked/conventional operations (i.e., multiple channel capability)
- At least 14 systems/3 talk groups (multiple repeater systems capability)
- Telephone interconnect decode
- Scan
- Fully programmable
- Repeater talk-around

### **ACCESSORIES**

- High capacity battery
- Desk charger
- Flex antenna
- Belt clip
- Ear phones for each unit with microphone

### **MOBILE UNITS**

Mobile units must have the following capabilities: Units must be **TK880-H or equivalent**

- 40 watts each
- 10 system/10 groups/10 conventional modes
- Talk-around
- Scan
- Telephone interconnect response
- Selective call (i.e.; ability to call individual radios)
- 2-digit display

### **BASE STATION**

Base Station must have the same capabilities as mobile units. Fleet Sync capability to monitor who is calling or keying radio.

### **REPEATER SERVICE**

Repeater Service must have the following capabilities:

- Multiple repeater sites
- Coverage to include; Hartford/Litchfield/Windham/Fairfield/New Haven/Waterbury/ New London/counties and their surrounding areas.
- Telephone interconnect capability
- Zero co-channel interference
- Fleet sync. 50 watts output

### **MAINTENANCE & REPAIR SERVICE**

Vendor must provide maintenance & repair service

- Fully equipped service shop
- Factory trained technicians
- 24 hour on-call service, with a 4-hour response time
- Loaner radios provided in event of repair delays
- Centrally located repair facility

STATE OF CONNECTICUT  
DOIT - CONTRACTS & PURCHASING DIVISION

Award Number  
**SBE 023-A-27-7016-C**

Purchasing Contact:  
Theresa Anderson, PSO II

Telephone Number:  
(860) 622-2542

E-Mail Address:  
[theresa.anderson@po.state.ct.us](mailto:theresa.anderson@po.state.ct.us)

**CONTRACT AWARD  
SCHEDULE**

**SBE 023-A-27-7016-C**

CONTRACT AWARD TERM

**January 01, 2003- December 31, 2005**

DELIVERY

**30 days A.R.O.**

PAYMENT TERMS

**Net 30 Days**

CASH DISCOUNT

-- % -- Days

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VENDOR NAME

**Marcus Communications and Electronics, Inc.**

SSN OR FEIN #: **06-1403574**

The Department of Information Technology is issuing this contract award for  
the Department of Public Works for **Rental of Radio System**

**Provide and install Rentals per specifications:**

DESCRIPTION OF COMMODITY AND/OR SERVICES			QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	TK380K-4 or equivalent	<b>Portable Radios with accessories</b>	46	each	\$58.00	\$2,668.00
2.	TK880-H or equivalent	<b>Mobile Units</b>	15	each	\$58.00	\$870.00
3.		<b>Base Station</b>	1	each	\$58.00	\$58.00
<b>Note:</b> delivery, labor to install and test system, service, maintenance, and repair during term of contract is included in the rental price of all equipment			<b>Monthly TOTAL:</b>		<b>\$3,596.00</b>	
			<b>Yearly Total:</b>		<b>\$43,152.00</b>	

**Option 1 - Training:**

DESCRIPTION OF COMMODITY AND/OR SERVICES			QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
4.	Training	Operator's Training On-Site - 1 Day	1	each	\$875.00	\$875.00
			<b>TOTAL:</b>		<b>\$875.00</b>	

**Vendor:** Marcus Communications & Electronics, Inc.

Address: 275 New State Road, P.O. Box 1498, Manchester, CT 06045

**Contact and Representative that will service:**

Name: Tim Fedish

Phone: (860) 646-1839 x 311 Fax: (860) 649-8492 E-mail: [tim.fedish@marcuscompanies.com](mailto:tim.fedish@marcuscompanies.com)

STATE OF CONNECTICUT  
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number <b>SBE 023-A-27-7016-C</b>
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**Notes:**

1. Rental Price includes equipment, delivery, installation, testing, service, maintenance, and repair per bid documents. Prices are net, including all costs that the vendor may incur, without exception. Failure to have included an applicable cost will be interpreted as that cost being included in the price.
2. Quantities listed are estimates only. Quantities purchased may be more or less than the estimates. Items may or may not be ordered depending on the needs of the Agency. Agency shall have the option to upgrade units.
3. All items listed above have been bid in accordance to bid documents and must comply with the Special Bid/Contract Terms and Conditions, Standard Bid and Contract Terms and Conditions, *and Agency Specifications*.

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All correspondence regarding this Contract Award must be in **writing** and submitted to:  
[theresa.anderson@po.state.ct.us](mailto:theresa.anderson@po.state.ct.us)

-or-

Attn.: Theresa Anderson, Bid # **SBE 023-A-27-7016-C**

DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

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